## ARNOLD & PORTER LLP

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555 Twelfth Street, NW Washington, DC 20004-1206

January 9, 2006

## VIA FEDERAL EXPRESS

Mr. Harry R. Steinmetz U.S. Environmental Protection Agency, Region III 1650 Arch Street Philadelphia, PA 19103

Re:

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Safety Light Corporation Site Bloomsburg, Pennsylvania

Dear Mr. Steinmetz:

This letter responds to the United States Environmental Protection Agency's ("EPA") Request for Information pursuant to Section 104(e) of CERCLA ("the 104(e) Request"), sent to Honeywell International Inc. ("Honeywell"), concerning the Safety Light Corporation ("Site").

Honeywell makes the following objections to and general points with respect to the Request:

- A. Honeywell generally objects to the 104(e) Request to the extent that it seeks information or documents protected from discovery by the attorney-client privilege, the attorney work product doctrine, the joint defense or common interest privilege, the self-evaluative privilege, or any other applicable privilege or doctrine. Nothing contained in these objections or the responses below is intended as, or shall in anyway be deemed as, a waiver of privilege. Honeywell further objects to the Request to the extent that it seeks confidential or proprietary business information of Honeywell or settlement confidential information.
- B. Honeywell generally objects to the 104(e) Request to the extent that it seeks information and/or documents not in the possession, custody, or control of Honeywell.
- C. Honeywell generally objects to the 104(e) Request to the extent that it is overbroad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence or information necessary or useful to EPA's investigation, or beyond the authority provided in CERCLA Section 104(e).

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- D. Honeywell generally objects to the 104(e) Request to the extent that it seeks information which may be derived or ascertained from documents already within the knowledge, possession or control of the EPA.
- E. This response reflects a diligent search of Honeywell's records, but no representation is made that all such records have been located and searched. Honeywell reserves the right to supplement this response in the event that it locates additional responsive non-privileged documents or information, but does not assume the obligation to do so.

Notwithstanding the foregoing objections, and preserving and without waiving them, Honeywell responds to the Request, incorporating each of the above objections, as follows:

- 1. After conducting a diligent search, Honeywell has been unable to locate any documents, materials or other evidence indicating that it had a corporate relationship with Safety Light Corporation.
- 2. After conducting a diligent search, Honeywell has been unable to locate any documents, materials or other evidence indicating that it ever transported and/or brokered hazardous substances and/or radioactive waste or other wastes that were disposed of or reclaimed by U.S. Radium, Lime Ridge Industries, USR Industries, USR Metals, Metreal or Isolite to the Site.
  - 3. a.-c. Not applicable.
- 4. After conducting a diligent search, Honeywell has been unable to locate any documents, materials or other evidence indicating that it generated radioactive wastes or other wastes that were disposed of or reclaimed by U.S. Radium, Lime Ridge Industries, USR Industries, USR Metals, Metreal or Isolite at the Site.
  - 5. a.-k. Not applicable.
- 6. Honeywell does not have any reason to believe that there may be persons able to provide more detailed or complete responses to any question contained herein, or who may be able to provide additional responsive documents.

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- 7. Honeywell is not aware of any information or documents responsive to this 104(e) that are not in its possession or custody, or other persons who may possess additional information or documents responsive to this 104(e) Request.
- 8. Honeywell is not aware of any other party who may have information about this Site, or who may be responsible for the generation of, transportation to, or release of contamination at the Site.
- 9. After conducting a diligent search, Honeywell was unable to locate any documents related to this information request, and it does not possess any knowledge of destroyed or missing records or documents that may have been pertinent to this 104(e) Request.

a.-d. Not applicable.

Please contact me at (202) 942-6546 if you have any additional questions.

Sincerely,

Brian D. Israel, Esq.

From: Origin ID: (202)942-5894 Leigh Logan Arnold & Porter LLP

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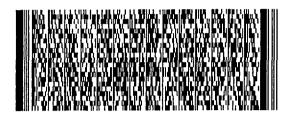
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Mr. Harry R. Steinmetz U.S. EPA, Region III 1650 Arch Street

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